



CITY OF MEMPHIS

CONSULTING AND INSURANCE BROKER SERVICES

REQUEST FOR PROPOSAL #26645

**Prepared By: City of Memphis Law Division
Closing Date for Proposal: April 25, 2014 at 2:00 pm CST
Proposals Accepted at ATTN: Purchasing Agent
RFP # 26645 for Consulting and Insurance Broker Services
125 N. Main Street, Suite 354
Memphis, TN 38103**

TABLE OF CONTENT

ITEM	PAGE
I. INTRODUCTION and PURPOSE.....	3-4
II. SCHEDULE OF EVENTS.....	4
III. SCOPE OF SERVICES.....	5 -9
A. Assigned Personnel.....	5--6
B. Authorization.....	6
C. Compensation.....	6
D. Term.....	6
E. Cancellation.....	6
F. Notice of Loss.....	7
G. Policy Amendments.....	7
H. Policy Review.....	7
I. Marketing.....	7
J. Claims.....	8
K. Contract Review.....	8
L. Legal Compliance.....	8
M. Governing Law.....	8
N. Miscellaneous.....	8-9
O. Qualifications of Companies/Underwriters.....	9
IV. BROKER SPECIFICATIONS.....	9-11
A. Cover Letter.....	9
B. Company Overview.....	9
C. Public Entity Expertise.....	9
D. Service.....	10
E. Market Approach & Capabilities.....	10
F. Proposed Team.....	10
G. References.....	10
H. Compensation.....	10
I. Broker Qualifications.....	10
V. PROPOSAL FORMAT.....	11-12
A. Proposal Format.....	11
B. Miscellaneous Requirements.....	11
C. Submission of Proposal Document.....	11-12
D. Items to Be Furnished with Proposal.....	12
E. Miscellaneous Requirements.....	12
VI. EQUAL BUSINESS OPPORTUNITY (EBO) PROGRAM.....	13
VII. EVALUATION CRITERIA AND PROCEDURES.....	13-14
Exhibit A: Insurance Requirements	15-16
Exhibit B: Proposed Signature Page and Price....	17
Exhibit C: Non-Collusion Affidavit.....	18

**REQUEST FOR PROPOSAL
PROFESSIONAL CONSULTING AND INSURANCE BROKERAGE
SERVICES**

I. INTRODUCTION AND PURPOSE

The City of Memphis, Tennessee (hereinafter referred to as the “City”) is requesting proposals from a qualified firm to act as the City’s advisor, consultant and professional insurance broker. The City seeks to obtain proposals from professional insurance brokerage services (hereafter “Broker”) to assist in such regard with respect to the types of coverage and renewal dates listed below:

- a. Automobile Liability (07/11/2014)
- b. Excess Auto Liability (07/11/2014)
- c. General Aviation (07/24/2014)
- d. Marine Hull & Liability (09/03/2014)
 - 1. Vessel Owner Pollution
- e. Boiler & Machinery (09/01/2014)
- f. Cyber Liability (09/04/14)
- g. Environmental Liability (07/01/14)
- h. Fidelity/Crime Insurance (07/31/2014)
- i. Any other coverage requested by the City or recommended by the Broker.

The Broker shall provide the City with the services set forth in the Scope section of this agreement in accordance with the terms set forth herein. The Scope section may be amended from time to time by written agreement of the parties. The additional services set forth in Section 4 are available for additional compensation and subject to the negotiation of separate agreements.

Proposals shall be submitted in accordance with the specifications attached hereto. All specifications, described herein, shall be considered minimum requirements which shall be met by the proposer.

Although cost will be an important factor in selecting the Broker, the City is not obligated to award a contract for the purchase of the insurance broker, advisor and consultant services solely on the basis of a low bid. The City reserves the right to use other subjective criteria and will award to the Broker, whom in the opinion of the City, will best serve the interests and needs of the City. The City also reserves the right to waive any minor informalities or irregularities in any proposal and to reject any or all proposals.

The City reserves the right to cancel the solicitation at any time prior to making an award based on this solicitation.

If the Broker cannot furnish any of the services in the manner requested, the Broker shall attach an explanatory memo describing any variations between the City's specifications and its proposal submitted in response to this RFP.

Inquiries regarding this request for proposal shall be directed in writing, on or before, March 28, 2014, to the following:

Sandra E. Burgess
Manager of Risk Management
2714 Union Extended, Suite 200
Memphis, TN 38112
Sandra.burgess@memphistn.gov

No oral requests will be accepted, and no oral answers/responses will be given. To ensure the fair and consistent distribution of information, all questions will be answered by a Question-and-Answer (Q&A) document, which will be posted on the City's website (www.memphistn.gov). The only official answer or response of the City will be the one posted on the City's website.

Any revisions to the solicitation will be made only by an addendum issued by the City, which will be posted on the City's website.

II. SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the City's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:30 a.m. and 5:00 p.m. Central Time. The City reserves the right at its sole discretion to adjust this schedule as it deems necessary. **Any adjustments to the schedule of events will be posted on the City's website. It is the Proposer's responsibility to check the City's website for any changes.**

Published RFP Date.....	March 21, 2014
Deadline for Written Questions.....	March 28, 2014
City Response to Questions Posted.....	April 7, 2014
Deadline for Submission of Proposal.....	April 25, 2014 at 2:00 p.m. CST
Interview (if held).....	May 6, 2014
Evaluations of Proposals Completed.....	May 16, 2014
Notice of Intent to Award.....	May 21, 2014

This timetable is for the information of submitting entries. Project restraints may cause these dates to change. In no event shall the deadline for submission of the proposal be changed except by written modification by the City of Memphis Purchasing Department.

III. SCOPE OF SERVICES:

- A. Assigned Personnel:** The Broker shall designate a principal to be assigned to this account to act as the primary contact for the City. The City must approve the principal and any other personnel assigned to perform services for the City (hereafter collectively referred to as “assigned personnel”). If for any reason the City finds, in its sole discretion, that the service provided by any assigned personnel is unsatisfactory, the broker will agree to assign replacement personnel that must be approved by the City. Personnel assigned to the account must have a minimum of (5) five years full time experience as a broker and a minimum of (5) five years full time experience with public entities insured and self-insured insurance program management is preferred.

PROGRAM ADMINISTRATION: Program administration shall include, but not be limited to the following:

1. Act as an independent insurance advisor to the City and proactively provide ongoing unbiased professional advice and recommendations that benefits the City.
2. Proactively provides ongoing review and analysis of the City’s insurance programs and identification of risk transfer and risk financing options.
3. Be familiar with the major exposures of the City.
4. Be familiar with the coverage provided by all relevant insurance policies and documents issued to the City.
5. Assure that insurance policies are placed in a timely manner, without lapse in coverage periods, with reputable and financially responsible insurers.
6. Provide service for the insurance policies placed for the City including processing all changes, endorsements and verifying the accuracy of invoices within a reasonable time.
7. Provide early notice of rate and coverage changes or renewal problems through a process to be mutually agreed upon with the City.
8. Assure all policies purchased are reviewed by Broker and policies are provided to the City before renewal date or within 30 days of receipt.
9. Provide loss runs annually and provide a loss analysis when requested for each policy written 45 days prior to renewal.
10. Upon request of the City, but at least once a year, provide a comprehensive report that reviews all of the City’s insurance programs.
11. Through a mutually agreed upon process, monitor the City’s operations and loss exposures and make any appropriate recommendations for coverage changes or new coverage.
12. Be available to answer questions or obtain answers from underwriters for policy coverage questions.
13. Meet with City staff and designated representatives as reasonably requested.
14. Provide consultation service and written reports as normally expected of a professional broker to a client.
15. Provide loss control services and assistance with claims as requested by the City.
16. Assist in analyzing loss exposures from existing and new operations and

determine the appropriate risk management alternatives, including types, availability, costs and extent of coverage that should be considered.

Brokerage and consulting services must be provided for annual policy renewals and on an as needed basis. The selected broker must provide a thorough renewal presentation each year at least thirty (30) days before current policy expiration date with policy recommendations to include an analysis of available alternatives in consideration of City's exposures. Brokerage services must also include market research, policy endorsements, certificates of insurance, and coverage consultation on claims filed against the City. The Broker will also advise on a continuing basis, and in a timely manner, of any and all significant matters and developments regarding carrier service issues.

B. Authorization

Broker shall be authorized to represent and assist the City in all discussions and transactions with insurers relating to the lines of insurance listed in Section I when acting as the City's Insurance Broker, provided that Broker shall not place any insurance on behalf of the City unless so authorized by the City in writing. Notwithstanding the foregoing, at all times during the performance of this Agreement Broker shall be an independent contractor and shall not be an employee of the City.

C. Compensation

- a. The selected Broker shall provide a quote for providing the services to the City.
- b. If there is a significant change in the City's operations or exposures that affects the nature and scope of its insurance program and/or service needs, Broker and the City both agree to renegotiate the Broker's compensation in good faith as appropriate.

D. Term

The contract term is for one (1) year. The City shall have the option to extend the initial term for four (4) additional one-year periods.

E. Cancellation

The Broker and City may elect to terminate this agreement by providing 180 days notice of cancellation in writing. If Broker can no longer service this agreement Broker must offer 180 days notice to cancel the contract. Broker will assist the Client in arranging a smooth transition process. The City will pay a reasonable fee involved in extending the contract to satisfy the 180 days cancellation notice. Therefore, this will allow the City sufficient time to pursue other Broker services.

F. Notice of Loss

All policies shall be endorsed to state the following: **“For the purpose of notice of loss, claim, or suit to the insurance company, the City will not be deemed to have knowledge of a loss, claim or suit until the Risk Manager has received written notice of the occurrence.**

G. Policy Amendments

Process requests for additions or deletions to policies within ten (10) business days of receipt. Provide follow up with insurer that the insurer has handled the request. Advise in writing of any changes to insurance policy (ies) within 14 days.

H. Policy Review

Review policies and other documents in detail within 14 days of receipt of the documents. Check the wording and accuracy of each policy, binder, certificate, endorsement or other documents received from insurers. Ensure that the intended coverage is provided, all coverage, terms, conditions and other wording is complete and accurate, and in compliance with financial arrangements and administrative procedures acceptable to the City. Obtain revisions needed to achieve compliance with coverage request.

I. Marketing

1. Monitor expiration dates of policies and provide the City with written notification at least 180 days prior to expiration, including a description of information needed to process the renewal including updated applications.
2. Develop and implement a marketing strategy, including identifying potential markets, for program renewals at least 180 days before policy expiration.
3. Develop underwriting information and assist in gathering and organizing exposure and loss data for renewals of policies placed.
4. Work with carriers to design policies and programs most advantageous to the City for coverage of exposures, policy form, exclusions, deductibles, self-insured retentions, coordination with other policies, costs and other pertinent factors.
5. Market renewal coverage for the City by obtaining timely and competitive quotations from available and responsible insurers & re-insurers.
6. Provide quotations to the City at a minimum of 30 days prior to insurance policy expiration unless otherwise approved by the City.
7. Provide the City with copies of declination letters and all premium quotations received with a summary of coverage explaining deficiencies or benefits of the quote compared to the recommended insurance program.
8. Provide quotations for specialized types of insurance, as requested by the City.

J. Claims

1. Assist the City staff, as necessary, with filing claims.
2. Work with outside claims adjusters as necessary.
3. Represent the interests of the City in policy interpretation and other negotiations with insurance carriers.
4. Assist the City with review of claims reserves, and represent the City to the insurer with regard to requested explanation of reduction of reserve amounts. Follow-up with insurer as necessary until resolution of any reserve reduction requests are accomplished or until claim is closed.
5. Provide annual summaries by policy year for each of the last five years indicating total number of losses by type for each line of coverage and showing earned premium, incurred losses and loss ratio.

K. Contract Review

Review contracts and lease agreements as requested and notify the City whether the insurance programs of the City are in compliance with insurance requirements of contracts and/or agreement.

L. Legal Compliance

Comply with all state and federal laws and regulations pertaining to insurance brokers licensed in the state of Tennessee.

M. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Tennessee, without regard to its conflicts of law provisions.

N. Miscellaneous

This Agreement, together with all attachments attached hereto, contains the entire understanding of the parties with respect to the subject matter hereof and supercedes all written or oral prior agreements, understandings and negotiations with respect to such matters. This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived, only if such modification, amendment or waivers is in writing and signed by the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors. Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable

control, including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures or attacks on its server.

O. Qualifications of Companies/Underwriters

All insurance company or underwriter proposed by the Insurance Proposer is an admitted company or underwriter, A Best's Insurance Policyholder's Rating of "A" or better and a Financial Size Category Rating of "VIII" (eight) or higher is preferred.

IV. BROKER SPECIFICATIONS

A. Cover Letter

Each proposal will have a cover letter on the letterhead of the organization submitting the proposal. The cover letter must briefly summarize the broker's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with The City of Memphis.

B. Company Overview

1. Provide the legal name and address of the broker and state of incorporation submitting the proposal. Also identify all subcontractors or joint venture partners.
2. Provide an overview and history of your company. How long has the broker been providing services to local governments? Describe the organization and ownership. Include an organizational chart.
3. Describe your total organization, including any parent companies, subsidiaries, affiliates, and other related entities.
4. Describe the ownership structure of your organization, including any significant or controlling equity holders.
5. Describe any organizational changes such as divestitures, acquisitions, or spin-offs involving your insurance broker services business segments that have occurred in the last two (2) years or are anticipated in the future.

C. Public Entity Expertise

1. Describe your firm's background, experience and exposure to companies/organizations similar to the City of Memphis.
2. Please describe your company's capabilities in governments/municipalities and the role of industry specialization in your client service model.

D. Service

1. Describe your client engagement platform.
2. Describe your organization's customer service philosophy and describe how it is communicated and reinforced throughout the organization.
3. Describe your proposed transition procedure (i.e., steps to be taken, data required timing) assuming you are selected and awarded a Broker of Record (BOR). Are there any separate charges associated with the transition?

E. Market Approach and Capabilities

1. Describe your firm's access to the commercial insurance marketplace. What markets would you likely approach for an organization such as the City of Memphis? Describe how you develop a "Marketing Plan" for a typical client.
2. What do you consider to be unique about how your firm approaches the negotiation process with insurance carriers?
3. What specialized strategies/procedures do you employ to ensure your clients receive the broadest possible coverage at the best possible cost?
4. Explain the process your company employs during the renewal cycle.

F. Proposed Team

1. Describe your organization's continuous improvement program and how your current customers benefit from your service improvements; and
2. Describe the key individuals, along with their qualifications, professional certifications and experience that would comprise your organization's team for providing services to the City.

G. References

Provide an organization name, address, contact name, and contact telephone number for three (3) customers of comparable size and scope of services that your company has been under contract with to provide consulting and insurance broker services for during the past five (5) years.

H. Compensation

Total cost of the Broker Services. Full disclosure of any income other than the fees paid by City of Memphis that you expect to receive.

I. Broker Qualifications

Each Broker submitting a proposal must carry the attached insurance coverage, See Exhibit A. A certificate of insurance guaranteeing the City 3 days notice of cancellation must be furnished at the time of appointment.

V. PROPOSAL FORMAT

Late Proposals will not be accepted and therefore, will be disqualified.

To be considered for selection, vendors must submit a complete response to the RFP. Incomplete proposals will not be considered for award. In compliance with this request for proposal and all of the terms and conditions imposed herein, the proposer offers and agrees to furnish the services in accordance with its signed proposal, submitted in response to this RFP, in the event the proposal is accepted by the City.

A. Proposal Format

The proposals shall be organized in the exact order in which the requirements are presented in the RFP. Each page shall be numbered. The proposal shall contain a table of contents which cross references the RFP requirement and the specific page of the response in the Broker's proposal. Each paragraph in the proposal shall correspond to and reference the paragraph number in the corresponding section in the RFP. The Broker shall repeat the paragraph number and heading as it is presented in the RFP. If the response covers more than one page, the Broker shall repeat the paragraph number at the top of the subsequent page. Failure of the Broker to conform to this format may result in the rejection of the proposal.

B. Miscellaneous Requirements

Proposals must contain in writing all the terms and conditions of the offer being made. Verbal representation made before or after proposals are submitted will not be considered unless they were made in answer to questions asked by the City or its representatives during discussions or negotiations authorized herein.

The Proposer shall bear all costs for any and all appearances and costs associated with preparing a proposal or responding to the RFP.

All proposals shall be valid for a period of 180 days from the due date of the proposals, April 25, 2014.

C. Submission of Proposal Document

Proposals are due no later than 2:00 pm CST, Friday, April 25, 2014. Proposals received after this time will not be considered. The signed and completed proposal shall be submitted/returned to the City in a sealed envelope or package and identified as follows:

PROPOSAL FOR CONSULTING AND INSURANCE BROKER SERVICES

RFP # 26645

FROM:

**Name of Organization & Representative
Street # and Name, or PO Box Number
City, State, and Zip Code
Phone #, Fax# and Email Address**

The sealed envelope must be delivered to the address, as shown on the cover page of this RFP. Proposals may also be hand-delivered to the delivery address.

Contained within the envelope shall be:

- (A) One (1) signed original of the complete Request for Proposal document;
and

Note: The proposal must be signed by an authorized representative of the organization. Unsigned proposals will not be considered for contract award.

- (B) Eight (8) signed copies of the Proposal

D. Items to Be Furnished with Proposal

- **Complete Form (See Exhibit B) Proposer Signature and Price**
- **Complete Form (See Exhibit C) Non-Collusion Affidavit**
All forms must be completed or Proposals will be rejected.

E. Miscellaneous Requirements

Proposals must contain in writing all the terms and conditions of the offer being made. Verbal representation made before or after proposals are submitted will not be considered unless they were made in answer to questions asked by the City or its representative during discussions or negotiations authorized herein.

The Proposer shall bear all costs for any and all appearances and costs associated with preparing a proposal or responding to the RFP.

All proposals shall be valid for a period of 180 days from the due date of the proposals, April 25, 2014.

VI. EQUAL BUSINESS OPPORTUNITY (EBO) PROGRAM

Pursuant to the MWBE program, the City of Memphis encourages the participation of small, minority or women-owned business in the purchasing process. Please indicate whether the broker is a certified MWBE firm, pursuant to City Ordinance No. 5384. If the agent/broker is not a certified MWBE firm, but will utilize a MWBE firm please provide the following information:

1. Name of the certified MWBE firm and their experience.
2. A listing of the services to be provided by the MWBE firm.
3. The amount of compensation to be paid to the MWBE firm.

VII. EVALUATION CRITERIA AND PROCEDURES

Proposals will be evaluated by an evaluation selection committee (ESC). The ESC will score all proposals based upon the evaluation factors detailed herein.

- A. The first-step review will be based on the vendor's responses to qualifications listed below. These categories will be used to determine the Proposers' ability to advance to step 2.
 1. Licensed in the state of Tennessee.
 2. Office in the state of Tennessee.
 3. Provide a brief history and description of your firm.
This includes the size (number of employees and revenues) and areas of specialization.
 4. A qualified principal or account person with five years of experience in commercial lines and risk management consulting with significant experience being with governmental entities and a designated second principal with comparable qualifications.
 5. Provide the names, addresses, individual contact name and telephone numbers of at least three (3) accounts written by the broker. Preference is for other government clients of similar size and nature.
 6. Explanation of risk management service offerings.
 7. Firm's financial stability documentation (e.g. balance sheets for the past two (2) years or other documentation).

Only Brokers who have satisfied the above requirements will be eligible to proceed to step 2.

B. The second-step evaluation criteria shall consist of the following:

1. Qualifications of Firm and Key Personnel-----35%

Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

2. Approach to Providing the Requested Scope and Services -----25%

Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

3. MWBE participation-----20%

Is the Proposer an MWBE or did the Proposer include MWBE participation in the proposal?

4. Price Proposal-----20%

Does the Proposer commit to perform the work at a fair and reasonable price?

After the ESC has evaluated the proposals, the City may, at its sole discretion, conduct discussions with those Proposers whose proposals seem worthy of consideration. At these discussions, vendors will have the opportunity to make verbal presentations regarding their organizations and the services they are prepared to render and to respond to any question(s) of the City. The City is not obligated to conduct discussions with proposers. In addition, the City may conduct negotiations for the purpose of obtaining best and final offers. In no event shall negotiations increase the cost or amend the proposal such that the apparent successful Proposer no longer offers the best proposal.

Any protest of award must be filed in writing with the Purchasing Agent within five (5) days of the award announcement at the following address: City of Memphis Purchasing Agent; 125 North Main, Room 354; Memphis, TN 38103

EXHIBIT A

Insurance/Indemnification

The Broker shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. The Broker shall furnish the Risk Manager a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Memphis and licensed in the state of Tennessee. If any of the Insurance Requirements are non-renewed at the expiration dates, payment to the company may be withheld until those requirements have been met

The Company shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by Company, its employees, subcontractors, or agents, or any negligent act or omission of Company, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, and this indemnification shall survive the expiration or earlier termination of this Agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the City, its officers, employees and agents.

Each certificate or policy shall require and state in writing the following clauses:

The Broker shall provide notice to City within three (3) business days following receipt of any notice of cancellation or material change in Company's insurance policy from Company's insurer. Such notice shall be provided to City by registered mail, return receipt requested, to the following addresses:

City of Memphis
Attn: Risk Management
2714 Union Extended, Suite 200
Memphis, TN 38112

City of Memphis
Attn: Purchasing Agent
125 North Main, Room 354
Memphis, TN 38103

“The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on the automobile liability and commercial general liability policies.” The additional insured endorsements shall be attached to the Certificate of Insurance.

WORKERS COMPENSATION:

The Broker shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all subcontractors to do likewise with MINIMUM LIMITS OF:

Employers Liability	\$100,000	Each Accident
	\$500,000	Disease – Policy Limit
	\$100,000	Disease – Each Employee

AUTOMOBILE LIABILITY:

Covering owned, non-owned and hired vehicles with MINIMUM LIMITS OF:

\$1,000,000 Each Occurrence – Combined Single Limits

COMMERCIAL GENERAL LIABILITY:

Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage with MINIMUM LIMITS OF:

\$1,000,000	General Aggregate
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal & Advertising
\$1,000,00	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

PROFESSIONAL LIABILITY:

The Company shall maintain such coverage for at least three (3) years from the termination or expiration of this agreement with MINIMUM LIMITS OF:

\$10,000,000 Each Claim / Aggregate

PROPERTY INSURANCE:

The Broker shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise. The Company shall require all subcontractors to carry insurance as outlined above, in case they are not protected by the policies carried by the Company.

The Company is required to provide copies of the insurance policies upon request.

EXHIBIT B

SIGNATURE PAGE FOR PROPOSER and PRICE

Legal Name and Address of Responding Organization:

By: _____

Signature in Ink

Phone: _____

E-mail: _____

Date: _____

Total Cost of Services: \$_____

The signatory above, being first duly sworn, certifies on behalf of the Responding Organization, that it has not, either directly or indirectly entered into any agreement or understanding, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal.

Sworn to and subscribed before me this _____ day of _____

Notary Public

My Commission expires: _____

EXHIBIT C:



NON-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, Being first duly sworn,

deposes and says that he/she is the _____

of _____, the Bidder

(NAME OF PROPOSER/BIDDER)

Which has submitted to the City of Memphis, Tennessee a bid/proposal for:

All as fully set forth in said bid/proposal; and that except as specified below, the aforementioned bidder constitutes the only person, firm or corporation having an interest in said bid or in any contract, benefit or profit which may, might or could accrue or grow out of the acceptance in whole or in part of said bid/proposal, said exceptions beings as follows:

Affiant further states that said bid/proposal is in all respects fair and is submitted without collusion or fraud; and that no member of the City Council or officer or employee of said City has direct or indirect interest in said Bid/Proposal.

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME, A NOTARY PUBLIC IN AND FOR THE ABOVE NAMED STATE AND COUNTY, this ____ day of _____, 20____.

NOTARY PUBLIC